

### **REMARKS/ARGUMENTS**

Claims 21-37 are pending in the present application. The Examiner rejects Claims 23, 25, and 30-32 under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. The Examiner also rejects Claims 21-37 under 35 U.S.C. §103(a) as being unpatentable over a Business Travel News article entitled "Megs at a Crossroads" ("Megs") in view of articles relating to EventSource (retrieved from the wayback machine on June 7, 2005 for any linkage of January 31, 1998) ("EventSource").

Applicants submit that independent Claims 21-26 are patentably distinguishable from the cited references. In light of the subsequent remarks, which do not raise new issues, Applicants respectfully request reconsideration and allowance of the claims.

#### **A. The Rejection under 35 U.S.C. § 112, first paragraph, is Overcome**

With respect to the rejection under 35 U.S.C. § 112, first paragraph, the Examiner believes that one of ordinary skill in the art would not be able to use distance to be traveled by each attendee to calculate a cost, as recited in independent Claims 23, 25, and 26. The Examiner states that "flight and rental car prices are not determined by how far an applicant has to travel, rather, timing of the flight locations of the airport, popularity of city etc." are used to determine the prices.

The Examiner's arguments lack merit, as the specification of the application states that according to one embodiment, distance can be used to determine whether an attendee will fly or drive to the meeting and then calculate costs for each of the different travel modes. Moreover, FIGS. 6A and 6B provide software code for using distance to calculate the all-inclusive cost. In particular, subroutine 603 of FIG. 6B (i.e., "Method GetDist()") depicts code for assisting in calculating the distances between attendees and a meeting facility, while FIG. 6A includes software code employing distance to be traveled by each attendee to calculate the travel costs and, thus, determine the all-inclusive cost. Therefore, embodiments of the present invention analyze distance to be traveled across different modes of travel in order to determine the lowest cost of travel and lodging in order to select a potential meeting facility. Thus, the claimed invention takes into consideration the distance to be traveled when calculating the all-inclusive cost rather than simply determining a cost of travel or lodging. As such, one of ordinary skill in

the art would be able to readily use distance to calculate the costs associated with travel and lodging in order to calculate an all-inclusive cost.

Furthermore, Applicants disagree with the Examiner that distance is not used to calculate the cost of travel, as distance is certainly at least one factor in determining the cost of flights and car rentals, as described above. For example, the cost of flights and car rentals typically increases as the distance increases, taking into consideration additional fuel, etc. Moreover, distance associated with taxi transportation may also take into consideration the distance to be traveled. In any event, the Claims 23, 25, and 26 recite using distance to calculate costs associated with travel and lodging to calculate an all-inclusive cost in order to evaluate potential meeting facilities rather than simply calculating the cost of travel. Accordingly, Applicants submit that Claims 23, 25, 26, and 30-32 comply with the written description requirement, and that the rejection under 35 U.S.C. § 112, first paragraph is overcome.

**B. The Rejection under 35 U.S.C. § 103(a) is Overcome**

With respect to the rejection of independent Claims 21, 22, and 24 under 35 U.S.C. § 103(a), the Examiner believes that Eventsource discloses identifying a mode of travel because Eventsource teaches booking travel for flight reservations (i.e., a mode of travel for each attendee). Applicants respectfully disagree, as Claims 21, 22, and 24 recite determining a mode of travel that should be employed by each attendee rather than simply booking flights. For example, the mode of travel could be based on a distance to be traveled by each attendee. As shown in FIG. 6B, the command “If Distance > maximum driving distance” could be used to determine whether the attendees should fly or drive (i.e., the mode of travel).

Conversely, EventSource only discloses the integration of separate tools for obtaining information on hotels/venues and booking travel reservations. In particular, EventSource discloses that “planners will be able to book airline, hotel and car reservations while coordinating business events – all from a single, centralized location.” Thus, EventSource does not teach or suggest that a determination is made as to what mode of travel should be used when calculating an all-inclusive cost of a potential meeting facility, as the travel booking capability (i.e., Biztravel.com) is a separate component of the event planning capability (i.e., BookIt!). Instead,

the mode of travel is simply provided as an input, i.e., a given, to the even planning component. Even if the booking and event planning capabilities of EventSource were combined, EventSource nowhere discloses that the particular mode of travel is determined and used as a factor to select a facility for hosting a meeting.

Applicants note that the Examiner did not specifically address independent Claims 23, 25, and 26 under the 35 U.S.C. § 103(a) rejection, but includes these claims as being unpatentable over the combination of Megas and EventSource. In any event, Applicants also submit that none of the cited references, taken alone or in combination, teaches or suggests calculating the all-inclusive cost calculation comprises calculating costs associated with at least travel and lodging based on a distance to be traveled by each attendee, as recited by independent Claims 23, 25, and 26. For example, distance could be used to calculate transportation costs, as described above (e.g., see FIGS. 6A and 6B), or an attendee could be given an extra night's lodging based on a distance to be traveled by the attendee. See also pages 24-28 of the present application, which includes exemplary terms used in FIGS. 6A and 6B that utilize distance in calculating an all-inclusive cost. Applicants reiterate that the claimed invention does not simply calculate a cost of travel based on a distance to be traveled; instead, distance is used as one factor in calculating the all-inclusive cost to evaluate potential meeting facilities.

In contrast to independent Claims 23, 25, and 26, neither Megas nor EventSource, taken alone or in combination, discloses calculating an all-inclusive cost using costs associated with travel and lodging based on a distance to be traveled by each attendee. In fact, the Examiner acknowledges that Megas does not disclose calculating costs for travel and lodging at all. Moreover, EventSource does not disclose that the distance to be traveled is employed to determine costs associated with travel and lodging for each attendee. Namely, EventSource does not even disclose that the potential attendees are even identified using the BookIt! feature, either by name or originating location, such that a determination of distance to be traveled could not be determined. Moreover, the Biztravel.com aspect of EventSource only discloses the ability to make online airline, hotel, and car reservations; there is no teaching or suggestion that a distance to be traveled by each attendee is considered in determining the costs associated with travel and lodging. Although Megas discloses that points of origin of the attendees are considered, there is

Appl. No.: 09/991,883  
Amdt. dated February 26, 2007  
Reply to Office Action of October 24, 2006

no teaching or suggestion within Megas or EventSource that a distance to be traveled is used to determine costs associated with at least travel and lodging, which is unlike the claimed invention.

Accordingly, Applicants submit that the rejection of independent Claims 21-26 under 35 U.S.C. § 103(a) are overcome, as neither Megas nor EventSource, taken individually or in combination, discloses determining a mode of travel that should be employed by each attendee, as recited by independent Claims 21, 22, and 24, or calculating costs associated with at least travel and lodging based on a distance to be traveled by each attendee, as recited by independent Claims 23, 25, and 26. Because the dependent claims include each of the recitations of independent Claims 21-26, Applicants submit that each of the dependent claims is distinguishable from the cited references.

Appl. No.: 09/991,883  
Amdt. dated February 26, 2007  
Reply to Office Action of October 24, 2006

### CONCLUSION

In view of the remarks presented above, it is respectfully submitted that all of the present claims of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicant's undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



Trent A. Kirk  
Registration No. 54,223

**Customer No. 00826**  
**ALSTON & BIRD LLP**  
Bank of America Plaza  
101 South Tryon Street, Suite 4000  
Charlotte, NC 28280-4000  
Tel Charlotte Office (704) 444-1000  
Fax Charlotte Office (704) 444-1111

**ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON February 26, 2007.**